



Doc#: 1410534106 Fee: \$300.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/15/2014 03:24 PM Pg: 1 of 62

This instrument was prepared by:

Name: John Joseph-Peter Sabuco
Address: Synergia Pure and Applied Science Limited
13832 W. Crescenzo Drive
Manhattan, Illinois 60442

Please return this instrument to:

Name: John Joseph-Peter Sabuco
Address: Synergia Pure and Applied Science Limited
13832 W. Crescenzo Drive
Manhattan, Illinois 60442

ENVIRONMENTAL COVENANT

1. This Environmental Covenant is made this 1st day of April, 2014, by and among Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as Trustee under a trust agreement dated the 15th of April 1969, and known as Trust Number 11-0398 (Grantor) and the Holders/Grantees further identified in paragraph 3 below pursuant to the Uniform Environmental Covenants Act, 765 ILCS Ch. 122 (UECA) for the purpose of subjecting the Property to the activity and use limitations described herein.

2. Property and Grantor.

A. Property. The real property subject to this Environmental Covenant is located at 2900 Beverly Road in Hoffman Estates, Cook County, Illinois though generally west of Beverly Road and fronting more obviously to the north on Higgins Road – Illinois Route 72 and is legally described in Appendix A, hereinafter referred to as the “Property”. The county parcel numbers for this Property are 1-31-100-008 & 01-30-300-006.

B. Grantor. Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as Trustee under a trust agreement dated the 15th of April 1969, and known as Trust Number 11-0398, is the current fee owner of the Property and is the “Grantor” of this Environmental Covenant. The mailing address and telephone number of the Grantor is:

1701 Golf Road, Suite 1-101
Rolling Meadows, Illinois 60008

Phone: (847) 758-4860
Fax: (847) 758-0342

3. Holders (and Grantees for purposes of indexing).

A. Illinois EPA is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to its authority under Section 3(b) of UECA. The mailing address of the Illinois EPA is 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276.

B. Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as Trustee under a trust agreement dated the 15th of April 1969, and known as Trust Number 11-0398, is a Holder (and Grantee for purposes of indexing) of this Environmental Covenant pursuant to UECA. The mailing address and telephone number of Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as Trustee under a trust agreement dated the 15th of April 1969, and known as Trust Number 11-0398 are the same as in paragraph 2.B. above. Regardless of any future transfer of the Property, Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as Trustee under a trust agreement dated the 15th of April 1969, and known as Trust Number 11-0398, shall remain a Holder of this Environmental Covenant.

4. Agencies. The Illinois EPA and the U.S. EPA are "Agencies" within the meaning of Section 2(2) of UECA. The Agencies have approved the environmental response project described in paragraph 5 below and may enforce this Environmental Covenant pursuant to Section 11 of UECA.

5. Environmental Response Project and Administrative Record.

A. This Environmental Covenant arises under an environmental response project as defined in Section 2(5) of UECA.

B. The Property has been designated the Lindsay Light II Operable Unit 02 Site (OU 02) and is part of the Lindsay Light II Site. The Lindsay Light II Site currently has 20 operable units. In 2000, Grand Pier Center LLC (Grand Pier) transported and deposited uncharacterized waste material from its Lindsay Light II Site Operable Unit 01 Site in Chicago, Illinois to the Property. The waste material was later discovered to have been contaminated with radioactive thorium. On March 29, 2000, U.S. EPA Region 5 issued, to Grand Pier, a First Amendment to the Order issued pursuant to Section 106(a) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9606(a), Docket No. V-W-'96-C-353. Subsequently, Grand Pier removed from the Property all identified thorium contaminated material pursuant to Section 106(a) of CERCLA in accordance with U.S. EPA approved work

plans dated August 18, 2000 and December 7, 2000 and documented that removal in the Closure Report by STS Consultants, Ltd. for Grand Pier dated November 2001 and summarized in the Radiological Survey Work Plan (Work Plan) attached hereto as Appendix B. As documented in that report, post-excavation confirmatory sampling was completed in accordance with U.S. EPA approved work plans and no remaining thorium contaminated material was found. U.S. EPA believes there is some uncertainty as to whether any thorium contaminated material remains at the Property. Therefore, activity and use restrictions, as described in Paragraph 7 below, are being recorded to protect construction laborers, utility workers and the public that may be exposed to Thorium Contaminated Materials (i.e. material containing total radium (Ra-226 +Ra-228) exceeding 7.1 pCi/g), if any Thorium Contaminated Materials were present in the Restricted Area, and the Property is excavated without proper radiation monitoring and management and disposal of radioactively contaminated materials.

C. Grantor wishes to cooperate fully with the Agencies in the implementation, operation, and maintenance of all response actions at the Property.

D. The Administrative Record for all response actions at the Lindsay Light II Site (including the environmental response project at the Property) is maintained at U.S. EPA Superfund Record Center, 7th Floor, 77 West Jackson Blvd, Chicago, Illinois 60604. Persons may also contact FOIA Officer, 1021 N. Grand Avenue East, P.O. Box 19276, Springfield, IL 62794-9276 for the Administrative Record or other information concerning the Property.

6. **Grant of Covenant. Covenant Runs With The Land.** Grantor creates this Environmental Covenant pursuant to UECA so that the Activity and Use Limitations and associated terms and conditions set forth herein shall “run with the land” in accordance with Section 5(a) of UECA and shall be binding on Grantor, its heirs, successors and assigns, and on all present and subsequent owners, occupants, lessees or other person acquiring an interest in the Property.

7. **Activity and Use Limitations.** The following Activity and Use Limitations apply to the use of the Property:

- A. Except as provided in the attached Work Plan approved in writing by U.S. EPA (Appendix B), disturbing, exposing and intruding upon soils within the Restricted Area is prohibited.
- B. The Restricted Area is defined in the attached EPA approved Work Plan (Appendix B hereto) as that area within the Property’s legal description subject to this Environmental Covenant. The Restricted Area is located at or below the Prescribed Depth as defined in Section 1.2 of that same Work Plan and its attached exhibits, Figures 1 and 2. As stated in Section 1.2 of the Work Plan and as reflected in Figure 3 to the Work Plan, the Restricted Area, at the time of the Recording of this Environmental Covenant is below as much as 10 to 12 feet of clean fill soil.
- C. Grantor has attached hereto and submitted to U.S. EPA the legal description and GPS coordinates and elevation information on a map of the Restricted Area (Appendix A) documenting and demonstrating those areas of the Site which were not investigated in

18-inch lifts pursuant to the EPA approved work plans during 2001 and are subject to this Activity and Use Limitation section.

- D. Prior to disturbing, exposing or intruding upon the soils in the Restricted Area, the current owner at the time of the proposed soil disturbance, exposure or intrusion shall notify U.S. EPA both by telephone and in writing of plans to work in the Restricted Area at least 72 hours prior to (but no more than 21 calendar days in advance of) commencing such activities. When Thorium Contaminated Material is identified, the owner at that time shall provide a letter report to U.S. EPA explaining how work was conducted in accordance with the Work Plan within 60 days of completion of the work.

8. **Right of Access.** Grantor consents to officers, employees, contractors, and authorized representatives of the Holders, Illinois EPA and U.S. EPA entering and having continued access at reasonable times to the Property for the following purposes:

- A. Implementing, operating and maintaining the environmental response project described in paragraph 5 above;
- B. Monitoring and conducting periodic reviews of the environmental response project described in paragraph 5 above including without limitation, sampling of air, water, groundwater, sediments and soils;
- C. Verifying any data or information submitted to U.S. EPA or Illinois EPA by Grantor and Holders; and
- D. Verifying that no action is being taken on the Property in violation of the terms of this instrument, the environmental response project described in paragraph 5 above or of any federal or state environmental laws or regulations;

Nothing in this document shall limit or otherwise affect U.S. EPA and Illinois EPA's rights of entry and access or U.S. EPA's and Illinois EPA's authority to take response actions under CERCLA, the National Contingency Plan (NCP), RCRA or other federal and state law.

9. **Reserved rights of Grantor.** Grantor hereby reserves unto itself, its successors, and assigns, including heirs, lessees and occupants, all rights and privileges in and to the use of the Property which are not incompatible with the activity and use limitations identified herein.

10. **No Public Access and Use.** No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

11. **Future Conveyances, Notice and Reservation.**

A. Grantor agrees to include in any future instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice and reservation which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AND GRANTOR SPECIFICALLY RESERVES THE ENVIRONMENTAL COVENANT EXECUTED UNDER THE UNIFORM ENVIRONMENTAL COVENANTS ACT (UECA) AT 765 ILCS CH. 122 RECORDED IN THE OFFICIAL PROPERTY RECORDS OF COOK COUNTY, ILLINOIS ON _____ AS DOCUMENT NO. _____, IN FAVOR OF AND ENFORCEABLE BY GRANTOR AS A UECA HOLDER, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AS A UECA HOLDER AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY AS A UECA AGENCY.

B. Grantor agrees to provide written notice to Illinois EPA and U.S. EPA within 30 days after any conveyance of fee title to the Property or any portion of the Property. The notice shall identify the name and contact information of the new Owner, and the portion of the Property conveyed to that Owner.

12. Enforcement and Compliance.

A. Civil Action for Injunction or Equitable Relief. This Environmental Covenant may be enforced through a civil action for injunctive or other equitable relief for any violation of any term or condition of this Environmental Covenant, including violation of the Activity and Use Limitations under Paragraph 7 and denial of Right of Access under Paragraph 8. Such an action may be brought individually or jointly by:

- i. the Illinois Environmental Protection Agency;
- ii. the Holders of the Environmental Covenant;
- iii. U.S. Environmental Protection Agency.

B. Other Authorities Not Affected. No Waiver of Enforcement. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Nothing in this Environmental Covenant affects U.S. EPA or Illinois EPA's authority to take or require performance of response actions to address releases or threatened releases of hazardous substances or pollutants or contaminants at or from the Property, or to enforce a consent order, consent decree or other settlement agreement entered into by U.S. EPA or Illinois EPA. Enforcement of the terms of this instrument shall be at the discretion of the Holders, the U.S. EPA and Illinois EPA and any forbearance, delay or omission to exercise its rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by the Holders, U.S. EPA or Illinois EPA of such term or of any subsequent breach of the same or any other term, or of any of the rights of the Holders, U.S. EPA or Illinois EPA.

C. Former Owners And Interest Holders Subject to Enforcement. An Owner, or other person that holds any right, title or interest in or to the Property remains subject to enforcement with respect to any violation of this Environmental Covenant by the Owner or other person which occurred during the time when the Owner or other person was bound by this

Environmental Covenant regardless of whether the Owner or other person has subsequently conveyed the fee title, or other right, title or interest, to another person.

13. Waiver of certain defenses. This Environmental Covenant may not be extinguished, limited, or impaired through issuance of a tax deed, foreclosure of a tax lien, or application of the doctrine of adverse possession, prescription, abandonment, waiver, lack of enforcement, or acquiescence, or similar doctrine as set forth in Section 9 of UECA.

14. Representations and Warranties. Grantor hereby represents and warrants to the Illinois EPA, U.S. EPA and any other signatories to this Environmental Covenant that, at the time of execution of this Environmental Covenant, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof. After recording of this instrument, Grantor will provide a copy of this Environmental Covenant to all holders of record of the encumbrances including those entities noted on Exhibit C.

15. Amendment or Termination. Except the Illinois EPA and U.S. EPA, all Holders and other signers waive the right to consent to termination of the Environmental Covenant. This Environmental Covenant may be amended by consent only if the amendment is signed by the Illinois EPA, U.S. EPA and the then current owner of the fee simple of the Property. If Grantor no longer owns the Property at the time of proposed amendment or termination, Grantor waives the right to consent to an amendment or termination of the Environmental Covenant. U.S. EPA together with Illinois EPA may terminate this Environmental Covenant, in whole or in part, in writing, as authorized by law. If requested by the U.S. EPA and Illinois EPA, such writing will be executed by the then current property owner in recordable form and recorded with the Recorder of Deeds, Cook County, Illinois. The then current owner of the property may only modify or terminate the requirements of the Environmental Covenant and the above restrictions in whole or in part, in writing, with the prior written approval of U.S. EPA and Illinois EPA. The then current owner of the property may seek to modify or terminate, in whole or in part, the restrictions by submitting to U.S. EPA and Illinois EPA, for approval, a written application that identifies each such term and restriction to be terminated or modified, describes the terms of each proposed modification and includes proposed revision(s) to the Environmental Covenant. Each application for termination or modification of any restriction shall include a demonstration that the requested termination or modification will not interfere with, impair or reduce protection of human health and the environment. If U.S. EPA together with the Illinois EPA makes a determination that an application satisfies the requirements of this Paragraph, including the criteria specified above, U.S. EPA will notify the then current property owner in writing. If U.S. EPA does not respond in writing to a request to change land use within 90 days of its receipt of that request, unless Grantor agrees to extend this period beyond 90 days, U.S. EPA and Illinois EPA may be deemed to have denied the request. If a modification to or termination of restriction is approved, the then current property owner shall record the revised Environmental Covenant as approved by U.S. EPA and Illinois EPA, with the Recorder of Deeds, Cook County, Illinois and shall send copies to all parties in accordance with Paragraph 17.C.

16. Notices. Except for the annual electronic compliance required in Paragraph 18.A. below, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as Trustee under a trust agreement dated the 15th of April 1969, and known as Trust Number 11-0398

1701 Golf Road, Suite 1-101
Rolling Meadows, Illinois 60008

Phone: (847) 758-4860

Fax: (847) 758-0342

To Holder:

Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as Trustee under a trust agreement dated the 15th of April 1969, and known as Trust Number 11-0398

1701 Golf Road, Suite 1-101
Rolling Meadows, Illinois 60008

Phone: (847) 758-4860

Fax: (847) 758-0342

To Agencies:

U.S. Environmental Protection Agency
Superfund Division Director
77 West Jackson Boulevard
Chicago, IL 60604

Illinois Environmental Protection Agency
Chief, Bureau of Land
1021 N. Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

17. Recording and Notice of Environmental Covenant, Amendments and Termination.

A. The Original Environmental Covenant. An Environmental Covenant must be recorded in the Office of the Recorder or Registrar of Titles of the county in which the property that is the subject of the Environmental Covenant is located. Within 30 days after the Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Grantor this Environmental Covenant, the Grantor shall record this Environmental Covenant in the office of the County Recorder or Registrar of Titles for the County in which the Property is located.

B. Termination, Amendment or Modification. Within 30 days after Illinois EPA and U.S. EPA (whichever is later) sign and deliver to Owner any termination, amendment or modification of this Environmental Covenant, the Owner shall record the amendment, modification, or notice of termination of this Environmental Covenant in the office of the County Recorder or Registrar of Titles in which the Property is located.

C. Providing Notice of Covenant, Termination, Amendment or Modification. Within 30 days after recording this Environmental Covenant, the Grantor shall transmit a copy of the Environmental Covenant in recorded form to:

- i. the Illinois EPA;
- ii. the U.S. EPA;
- iii. each person holding a recorded interest in the Property;
- iv. each person in possession of the Property; and
- v. each political subdivision in which the Property is located.

Within 30 days after recording a termination, amendment or modification of this Environmental Covenant, the Owner shall transmit a copy of the document in recorded form to the persons listed in items i to v above.

18. Compliance Reporting.

A. The Owner shall submit to Illinois EPA and U.S. EPA on an annual basis an electronic mail notice confirming compliance with the Activity and Use Limitations provided in Paragraph 7. The electronic mail notice shall be submitted Kim Geving at Kim.Geving@Illinois.gov and to both r5_sfrecords@epa.gov and r5webmaster@epa.gov or other subsequent electronic mail address as instructed by U.S. EPA. The electronic mail subject shall include "Lindsay Light II Site OU 02." The electronic mail shall be submitted on the first July 1 that occurs at least six months after the effective date of this Environmental Covenant, and on each succeeding July 1 thereafter whether or not Grantor, its contractors, representatives or agents have disturbed, exposed or intruded upon soils in the Restricted Area.

Additionally, the Owner is required to submit to Illinois EPA and U.S. EPA, on an annual basis on the date of recording of this instrument, the following certification statement:

"I certify under penalty of law that the specific Activity and Use Limitations identified in Paragraph 7 of the Uniform Environmental Covenant for the Property remain in place. I am

aware that any person who knowingly makes a false, fictitious, or fraudulent material statement to the Illinois EPA, either orally or in writing, commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)(8)).”

The above certification statement shall be submitted via electronic mail to the above addresses and include a valid electronic signature.

B. The Owner shall notify the Illinois EPA and U.S. EPA, in writing as soon as possible of any actions or conditions that would constitute a breach of the Activity and Use Limitations in Paragraph 7.

19. General Provisions.

A. Controlling law. This Environmental Covenant shall be construed according to and governed by the laws of the State of Illinois and the United States of America.

B. Liberal construction: Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the establishment of activity and use limitations that run with the land to effect the purpose of this instrument and the policy and purpose of the environmental response project and its authorizing legislation. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

D. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

E. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

20. Effective Date. This Environmental Covenant is effective on the date of acknowledgement of the signature of the Illinois EPA and U.S. EPA, whichever is later.

21. List of Appendices.

Appendix A – Legal Description and map of the Property

Appendix B – Work Plan

Appendix C – Title Policy

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

THE UNDERSIGNED REPRESENTATIVE OF THE GRANTOR REPRESENTS AND CERTIFIES THAT HE/SHE IS AUTHORIZED TO EXECUTE THIS ENVIRONMENTAL COVENANT.

IN WITNESS WHEREOF, THIS INSTRUMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW:

FOR THE GRANTOR:

Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as Trustee under a trust agreement dated the 15th of April 1969, and known as Trust Number 11-0398 ~~and not personally~~

By Mary M. Bray (signature)
MARY M. BRAY (Name of signer - print)
TRUST OFFICER (Title - print)

The information contained in this certification has been furnished to the land trustee by the beneficiaries of trust no. 11-0398, and the certification is made solely in reliance thereon and no responsibility is assumed by the trustee in its individual capacity, for the truth or accuracy of the facts therein stated.

State of Illinois)
County of DuPage) SS.
~~Cook~~

On FEBRUARY 7, 20 14, this instrument was acknowledged before me by, [Name] MARY M. BRAY, [Title] TRUST OFFICER of Chicago Title Land Trust Company, as successor trustee to North Star Trust Company, as Trustee under a trust agreement dated the 15th of April 1969, and known as Trust Number 11-0398].

Eve Higi (signature)
Notary Public
My Commissioner Expires _____



FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By *Lisa Bonnett* (signature)

LISA BONNETT, Director
Illinois Environmental Protection Agency

State of Illinois)
)SS.
County of Sangamon)

This instrument was acknowledged before me on March 17, 2014, by
LISA BONNETT, the Director of the Illinois Environmental Protection Agency, a state
agency, on behalf of the State of Illinois.

Sherrie A. Elzinga (signature)
Notary Public
My Commission Expires 12/23/15



FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

On behalf of the Administrator of the
United States Environmental Protection Agency

By: Richard C. Karl
Richard C. Karl, Director
Superfund Division
U.S. Environmental Protection Agency, Region 5

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 1st day of
APRIL, 2014, by Richard C. Karl, Director, Superfund Division, Region 5 of the United
States Environmental Protection Agency.

John V Fagiolo (signature)
Notary Public
My Commission Expires 3/13/18



Appendix A
Legal Description and Maps of the Property

The Property is located in the City of Hoffman Estates, Cook County, State of Illinois and more particularly described as:

Common Address: 2900 Beverly Road though generally west of Beverly Road and fronting more obviously to the north on Higgins Road – Illinois Route 72. This common address refers to the entire Beverly Materials property.

Legal Description:

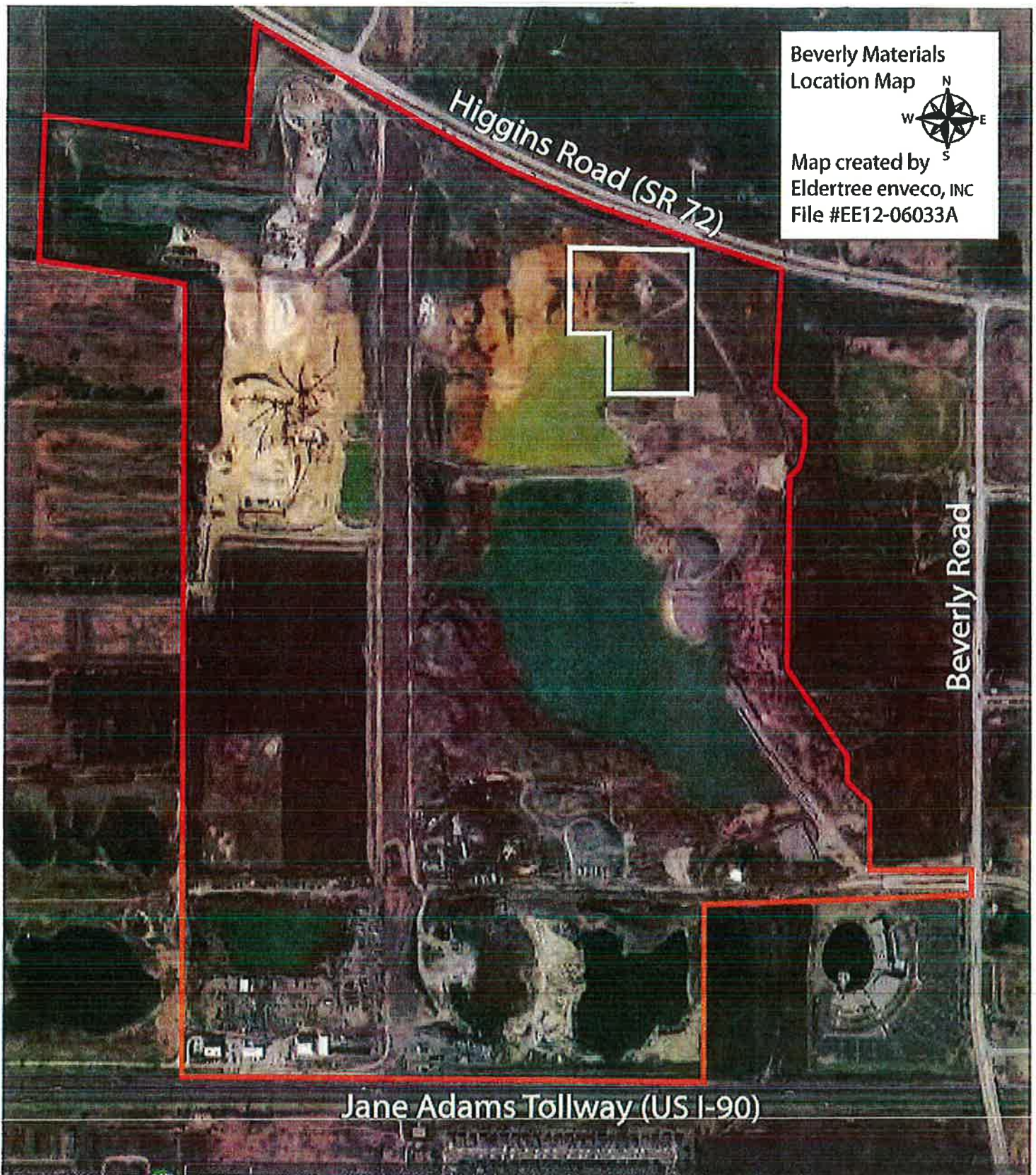
This legal description refers to the gamma-logged area only.

THAT PART OF THE SOUTH HALF OF SECTION 30 AND THE NORTH HALF OF SECTION 31, ALL IN TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

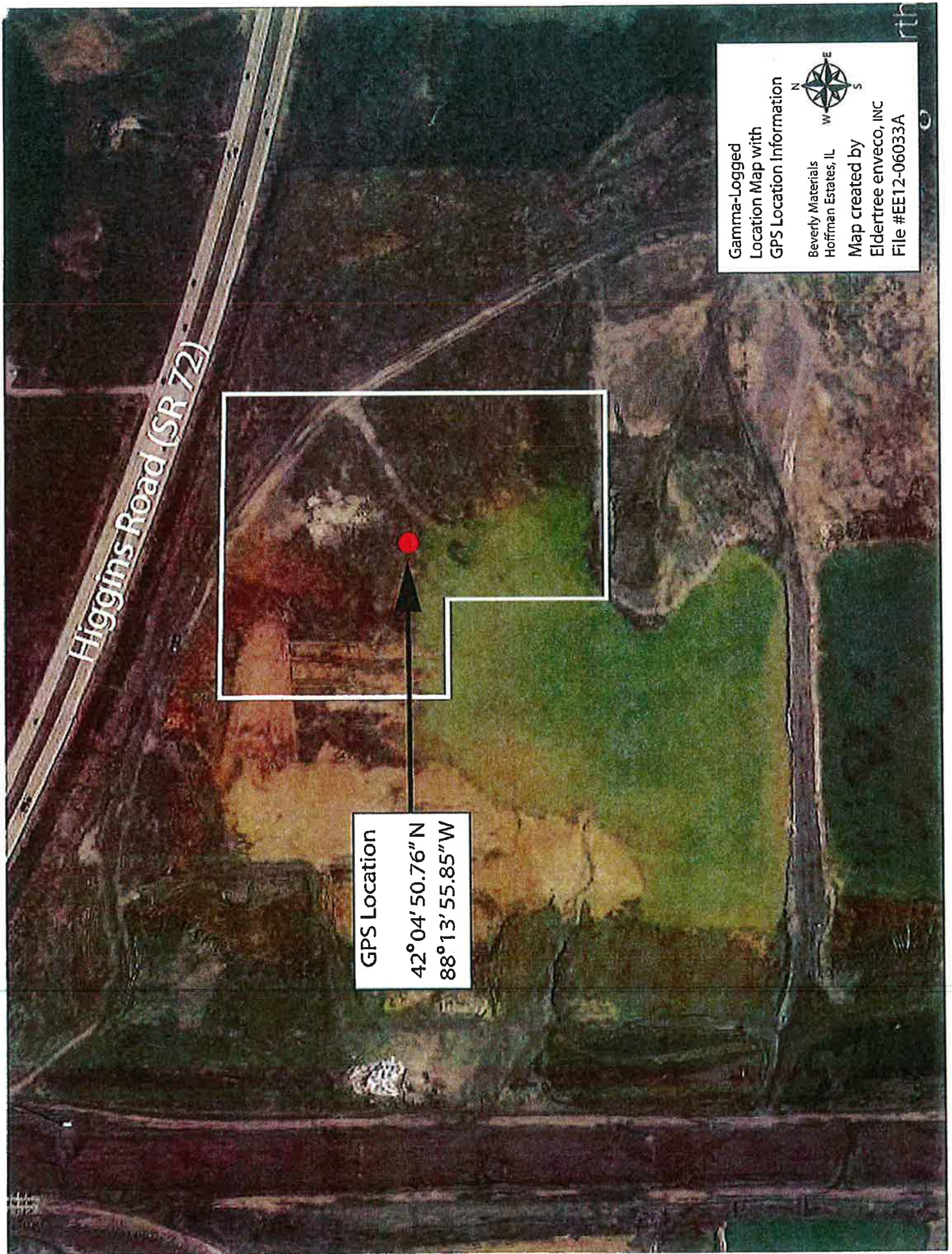
COMMENCING AT THE INTERSECTION OF A LINE THAT IS 190.00 FEET EAST OF, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 30 AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE NO. 72 (HIGGINS ROAD); THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD, BEING A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10,257.06 FEET AN ARC DISTANCE OF 1745.02 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 1742.92 FEET AND A BEARING OF SOUTH 65 DEGREES 27 MINUTES 52 SECONDS EAST; THENCE SOUTH 19 DEGREES 39 MINUTES 42 SECONDS WEST, 275.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52 DEGREES 35 MINUTES 09 SECONDS EAST, 161.15; THENCE SOUTH 52 DEGREES 25 MINUTES 37 SECONDS EAST, 130.39; THENCE SOUTH 52 DEGREES 25 MINUTES 06 SECONDS EAST, 67.33; THENCE SOUTH 00 DEGREES 12 MINUTES 44 SECONDS WEST, 84.28; THENCE SOUTH 11 DEGREES 01 MINUTE 42 SECONDS WEST, 37.19; THENCE SOUTH 14 DEGREES 32 MINUTES 31 SECONDS WEST, 179.35; THENCE SOUTH 14 DEGREES 07 MINUTES 09 SECONDS WEST, 43.10; THENCE SOUTH 58 DEGREES 05 MINUTES 31 SECONDS WEST, 60.57; THENCE SOUTH 44 DEGREES 15 MINUTES 04 SECONDS WEST, 23.80; THENCE NORTH 59 DEGREES 07 MINUTES 53 SECONDS WEST, 67.48; THENCE NORTH 80 DEGREES 46 MINUTES 24 SECONDS WEST, 115.10; THENCE NORTH 37 DEGREES 50 MINUTES 51 SECONDS WEST, 160.50; THENCE NORTH 53 DEGREES 56 MINUTES 52 SECONDS EAST, 35.77; THENCE NORTH 04 DEGREES 55 MINUTES 35 SECONDS EAST, 43.73; THENCE NORTH 18 DEGREES 15 MINUTES 33 SECONDS WEST, 81.81; THENCE NORTH 60 DEGREES 27 MINUTES 56 SECONDS EAST, 96.49; THENCE NORTH 05 DEGREES 57 MINUTES 09 SECONDS WEST, 45.06; THENCE NORTH 00 DEGREES 10 MINUTES 40 SECONDS WEST, 44.51; THENCE NORTH 08 DEGREES 09 MINUTES 22 SECONDS EAST, 78.40; THENCE NORTH 36 DEGREES 22 MINUTES 45 SECONDS EAST, A DISTANCE OF 33.23 FEET; THENCE NORTH 01 DEGREE 00 MINUTES 42 SECONDS WEST, 40.36 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Real Estate Tax Index or Parcel #: 01-31-100-008 & 01-30-300-006
These real estate tax ID numbers refer to the gamma-logged area only.

Appendix A



Appendix A





Appendix B

U.S. EPA approved Work Plan

A handwritten signature in black ink on a yellow rectangular background. The signature is stylized and appears to be 'N. M. C. M.' or similar, with large, bold, cursive letters.

Former Beverly Materials Site

Radiological Survey Work Plan

Prepared for
Barnes & Thornburg LLP

Prepared by
Geosyntec 
consultants

engineers | scientists | innovators

134 N. La Salle Street Suite 300
Chicago, Illinois 60602

CHR8373

November 2012

TABLE OF CONTENTS

1.	INTRODUCTION	1-1
1.1	Purpose and Objective	1-1
1.2	Background.....	1-1
2.	SCOPE OF WORK.....	2-1
2.1	Screening During Site Excavation Activities	2-1
2.1.1	Surface Screening	2-1
2.1.2	Sub-Surface Screening.....	2-2
2.2	Phase 2 - Removal of Contaminated Soil	2-4
2.2.1	Soil Sampling, Verification of Threshold Exceedance.....	2-4
2.2.2	Exclusion Zones Established	2-4
2.2.3	Notifications to USEPA and Cook County Department of Environmental Control	2-4
2.2.4	Mobilize Air Monitoring Equipment.....	2-4
2.2.5	Mobilize Containers.....	2-5
2.2.6	Excavation of Contaminated Soil	2-5
2.2.7	On-Site Storage.....	2-6
2.2.8	Waste Transportation and Disposal Characterization.....	2-6
2.2.9	Shipping and Disposal Documentation	2-7
2.3	Phase 3 - Site Closure.....	2-8
2.3.1	Pre-Verification Survey	2-8
2.3.2	Verification Sampling.....	2-9
2.3.3	Monthly Reports and Closure Documentation	2-9
2.3.4	Non-Radiologically Contaminated Soil.....	2-10
3.	EQUIPMENT CALIBRATION	3-1
4.	HEALTH AND SAFETY PLAN	4-1

LIST OF FIGURES

Figure 1	Gamma Logged Area Original Grade (July 24, 2002)
Figure 2	Gamma Logged Area Original Grade W/ 18" Cap
Figure 3	Gamma Logged Area Original Grade vs. Filled Grade

LIST OF ATTACHMENTS

Attachment A	Soil Sampling Procedure
Attachment B	Agency Contact List
Attachment C	Air Monitoring Procedure

1. INTRODUCTION

North Star Trust, Trust #11-0398, currently owns the former Beverly Gravel property (the "Site") located near 2900 Beverly Road, Hoffman Estates, IL 60192. Certain limited soil received at the Site for use as fill material was previously identified as radiologically contaminated. Prior remedial efforts at the Site have resulted in the screening and removal of all identified contaminated material. However, the U.S. Environmental Protection Agency (USEPA) requires further screening of soil in the event of actions which may result in the potential exposure of Site subsurface material. Geosyntec Consultants (Geosyntec) has prepared this Work Plan to detail the field procedures required to survey soils for elevated radioactivity within areas where contaminated material was disposed at the Site. These survey procedures will be conducted prior to and during excavation and construction, and will facilitate management of soil that exceeds the cleanup threshold established by USEPA, should any be identified.

1.1 Purpose and Objective

The purpose of this Work Plan is to describe the equipment, personnel, and activities that will be utilized for the radioactivity survey. Identification of material with elevated radioactivity will:

- Protect the workers on the Site who could come in contact with radiologically contaminated material.
- Protect nearby residents from exposure due to tracking of contaminated material off Site or exposure due to fugitive dust from the Site.
- Assure that contaminated soil is properly managed from staging through transport and disposal at a permitted disposal facility.

1.2 Background

Cessation of the sand and gravel pit operations previously undertaken by Beverly Gravel led to the reclamation of the Site with imported fill soil. Between January 24 and February 29, 2000, material was transported to the site and was placed over an area of approximately 2.5 to 3 acres as depicted on Figures 1-3 as the Gamma Logged Area. A portion of the material was later identified as potentially radiologically contaminated.

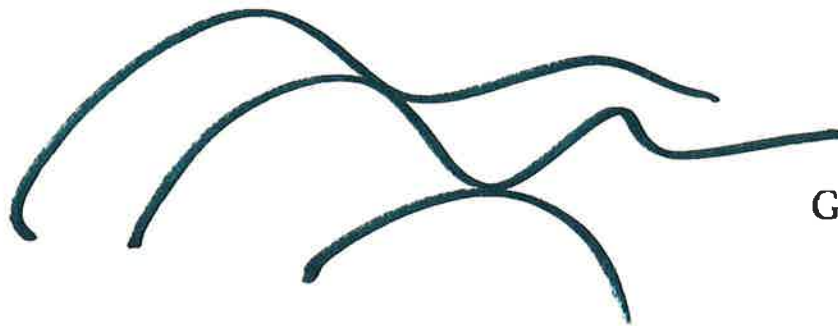
A clean-up criterion of 5 picoCuries per gram (pCi/g) of total radium, Ra-226 + Ra-228, above background was established by USEPA, consistent with other investigations of

radiologically contaminated soils. Based on background values for total radium established at 2.1 pCi/g, any material found which exceeded 7.1 pCi/g would initiate removal and proper disposal efforts.

An investigation of the Site was initially performed between October and November, 2000, consisting of surface surveys performed via site walkovers and subsurface investigation through borings and gamma measurements at depth. Following indications of elevated radioactivity detected by the surface screening, the subsurface investigation was initiated and consisted of 146 borings on an approximately 30 ft. (10 meter) grid as approved by the USEPA. Gamma measurements were taken on 6-inch increments in the borings with a 2-inch by 2-inch sodium iodide (NaI) detector. Only four measurements exceeded the 7.1 pCi/g threshold established by USEPA. Areas found to exceed this level were sampled and submitted for analysis by gamma spectroscopy for comparison to the field measurements. Additionally, upon the detection of elevated readings in boreholes, step-out borings were advanced around the location of interest to determine the extent of radiological contamination.

A limited excavation removal action was initiated at the two Site locations exhibiting elevated radioactivity levels. Excavation was performed in 18-inch lifts to the shallower depth of 9 feet or groundwater, each of which was significantly deeper than the interval of detection during the borehole surveys (~4-5 feet). Monitoring of uncovered material was performed after each lift, with excavation continuing outward from the borehole locations until all identified soil exceeding the 7.1 pCi/g criterion was removed. In total, 240.6 tons of contaminated soil were removed from the Site from the two locations.

In order to fulfill the previously described three-fold purpose of exposure protection and contamination management, the following Work Plan has been prepared to describe field procedures to be performed if and when future actions at the site result in the exposure of soil within the Gamma Logged Area depicted on Figures 1-3 (Restricted Area) and from a depth greater than that shown on Figure 1 hereto (Prescribed Depth). Figure 1 presents the elevation of the Site at the time the area was surveyed for elevated radioactivity and the identified contaminated soil was removed. Excavations below that elevation will require surveying. Figure 2 presents the elevation of the Site with 18 inches of soil added to the surface following the removal of the contaminated soil. That elevation represents a minimum clean "cap" over the former ground surface. Figure 3 presents the current ground surface elevation which shows as much as 10 to 12 feet of soil has been added above the previous ground surface. Soil above that former ground



Geosyntec[®]
consultants

surface represents the full thickness of the soil generally accepted as a non-contaminated "cap".

2. SCOPE OF WORK

The scope of work consists of three phases as described below:

1. The initial phase consists of the survey of Site soils to identify material with elevated radioactivity levels (above 7.1 pCi/g, consistent with previous investigations of the site). This phase includes initial reconnaissance surveying of surface soils and surveying during any excavations in fill on the Site which extends below the Prescribed Depth as depicted on Figure 1.
2. The second phase is designed as a contingency in the event that elevated radioactivity levels above the cleanup threshold are identified during the first phase. This phase includes the removal, staging, transport and disposal of the contaminated material that exceeds the clean-up threshold.
3. The third phase, also a contingency, is the development of clean closure verification and documentation required to verify that radiologically contaminated material has been removed, including documentation associated with the cleanup effort. It is possible that if no material exceeding the clean-up threshold is encountered, the majority of phases 2 and 3 will not be necessary.

All survey work will be conducted by a trained radiation technician. The technician will be under the supervision of a Certified Health Physicist (CHP), although the CHP need not be on site during all of the survey work.

Initial reconnaissance screening will be performed using an unshielded 2 x 2 NaI detector and a Ludlum Model 2221 portable scaler ratemeter analyzer or equivalent instrumentation. Survey work following the detection of material exceeding the 7.1 pCi/g threshold may be performed using a shielded detector if excessive interference from adjacent material interferes with the survey.

2.1 Screening During Site Excavation Activities

2.1.1 Surface Screening

The gamma screening procedure to be used in the radioactivity surveys is capable of identifying elevated gamma radiation source material buried beneath less than approximately 18 inches of soil. If excavation is proposed to extend beneath the elevation equivalent to the 18 inch cover over the previously remediated area, i.e., beneath the surface depicted in Figure 2, an initial survey of the excavation area will be

completed to confirm no areas of elevated radioactivity are evident. If this surface survey does not identify elevated gamma readings, this will confirm the presence of a minimum of 18 inches of clean soil as a “cap” over the soil in the surveyed excavation area that could potentially be contaminated.

The survey will consist of the detector moving over the ground surface at not more than 2 inches (5 cm) above the ground surface. The radiation technician will cover the entirety of the area in reconnaissance mode at a rate of not exceeding a walking pace.

If no elevated radioactivity levels ($>2\times$ background) are detected in the area of excavation activity, the top 18 inches of soil will be considered “clean”, and further screening as detailed in Section 2.1.2 will only apply for excavation at depths greater than 18 inches. Conversely, if elevated readings are detected during the surface survey, the top 18 inches of soil will not be considered a clean cap, and all excavation to any depth below that shown on Figure 2 will be subject to the sub-surface survey outlined in Section 2.1.2.

2.1.2 Sub-Surface Screening

Soil below the “clean” depth indicated by the surface survey (i.e. surface or 18 inches) that is to be excavated for any reason and using any method will require surveying for radioactivity. The excavation being surveyed will progress in lifts not exceeding 18 inches. Excavated soil that has been surveyed and found to be clean can be stockpiled for later use as fill or other use as determined by the property owners.

It is expected that excavations, particularly in excess of 18 inches, will occur during a variety of activities, including but not limited to the following.

- Excavation of utility corridors or to make connection with utility mains
- Drilling and excavation for construction of foundation elements such as spread footings, caissons, or grade beams
- Geotechnical investigations and activities
- Well drilling and installation

The survey will consist of the detector moving over the ground surface at not more than 2 inches (5 cm) above the ground surface. The radiation technician will cover the entire exposed soil in a reconnaissance mode at a rate of not more than a walking pace.

Exposed vertical walls within the excavated area will be surveyed in reconnaissance mode following lifts of less than or equal to 18 inches.

If the excavation is deemed to be unsafe for entry (e.g. due to small size, excessive depth or insufficiently stable wall slopes), screening for elevated radioactivity will continue only on the excavation spoil. Screening will be performed on spoil either while in the excavator bucket or in a spoil pile. Only if the slopes can be adequately sloped for safe entry will in-situ surveys be performed.

Should the excavation under consideration consist of drilling (e.g. for caissons, wells, borings, etc.), the survey will be performed on cuttings or spoil from the drilling activity. Cuttings will be surveyed at the ground surface as they are brought up the auger flights, or will be transferred to a spoil pile where they will be screened for elevated radioactivity. Any soil samples recovered, i.e. split spoon or Geoprobe[®] samples will be screened upon recovery. Excavation will progress at intervals not exceeding 18 inches.

If a surveyed value is greater than twice the background level, the soil will be subjected to a 30-second measurement. In the event that the 30-second measurement is greater than the 7.1 pCi/g threshold, additional action will be performed as directed in Section 2.2.

It is anticipated that the native soil of the Site may not be reached during Site activities, potentially removing the presence of a recognizable strata beyond which additional screening would not be required. Therefore, the maximum depth to which screening must be performed will be defined as a 1 foot interval beneath the last reading of contaminated material (>7.1 pCi/g). If no elevated readings are detected at this depth, and additional excavation for the Site activity is not necessary, no further screening will be required for that location. However, in the event that native soil is encountered during Site activities, the uppermost surface of the native soil directly beneath the fill soil will be surveyed when first encountered. If the uppermost surface of the native soil is found to be below the radioactive cleanup threshold of 7.1 pCi/g, the native soils will be established as clean and no further surveying of the native soil in that area will be required for any continued deeper excavations.

2.2 Phase 2 - Removal of Contaminated Soil

In the event soil exceeding the clean-up threshold is identified based on soil screening, additional measures will be implemented to protect Site workers and properly handle contaminated materials. This section of the Work Plan describes the sequential activities that will be conducted in the event that elevated gamma readings identify potentially contaminated fill material.

2.2.1 Soil Sampling, Verification of Threshold Exceedance

In order to verify the presence of an exceedance of the USEPA cleanup criteria based on field survey observations, laboratory analysis of the soil must be conducted. Upon the field identification of an area with material potentially exceeding this threshold (>7.1 pCi/g total radium), a radiation technician will collect a sample of the material with the highest gamma count. That material will be submitted for laboratory measurement of gamma spectroscopy of the naturally occurring nuclides in the uranium and thorium decay chains. The threshold for requiring remediation will be total radium (Ra-226 + Ra-228) greater than 7.1 pCi/g. Soil sampling will be conducted by the technician in accordance with the procedure detailed in Attachment A.

2.2.2 Exclusion Zones Established

During the course of gamma surveying, areas exhibiting gamma readings above the 7.1 pCi/g cleanup criterion will be designated as exclusion zones. The areas will be marked with spray paint on the ground and staked and flagged to delineate exclusion zones. Entry into the exclusion zones will be limited to personnel in personal protective equipment in accordance with the Site Health and Safety Plan.

2.2.3 Notifications to USEPA and Cook County Department of Environmental Control

Within 24 hours of the receipt of laboratory results which indicate that soil exceeds the cleanup criterion, notice will be provided to the USEPA and the Cook County Department of Environmental Control. Contact information for these agencies is provided in Attachment B.

2.2.4 Mobilize Air Monitoring Equipment

In the event that material exhibiting radioactivity above the cleanup threshold is encountered, air monitoring will be required to verify acceptable levels of airborne

particulates (dust) which may carry radioactive soils. The air monitoring procedure is provided as Attachment C, and action levels associated with monitoring are provided in the Site Health and Safety Plan.

2.2.5 Mobilize Containers

The containers to be used to store and transport the contaminated soil will depend on the apparent quantity of material encountered for disposal. If a small volume of contaminated material is anticipated, a quantity of reinforced "Supersacks", polyethylene-lined, heavy-duty cloth bags with provision for tying the inside liner and having lifting straps for handling, will be mobilized to the Site. The number of Supersacks requested will be dependent on the volume anticipated to be transported.

If it is anticipated, based on preliminary indications, that the volume for removal is more than can conveniently be handled in Supersacks, sealable steel containers on semi-truck trailers, "Baker Boxes", will be mobilized. The number of Baker Boxes to be mobilized will be dependent on the anticipated volume to be transported. The Baker Boxes will be lined with polyethylene before filling.

2.2.6 Excavation of Contaminated Soil

The areas identified as requiring removal of contaminated soil based on laboratory analytical results will be demarcated as exclusion zones as outlined in Section 2.2.2. During excavation, radiation technicians will screen soil with an unshielded 2 x 2 NaI detector and a Ludlum Model 2221 portable scaler ratemeter analyzer as it is removed to limit the soil removal to materials which exceed the 7.1 pCi/g cleanup criteria.

Excavation equipment will be limited to an excavator with a bucket no larger than 1 cubic yard to facilitate the filling of the containers with minimum spillage, and prevent unnecessary removal of non-contaminated soil. Excavation will proceed in maximum 18-inch lifts with each bucket surveyed as it is excavated. If an excavator bucket is found to not contain soil above the cleanup threshold based on the screening, the soil will be stockpiled separately for use as backfill. After each bucket is removed, the newly exposed surface will be surveyed for radioactivity to delineate the extent of contaminated materials. In the event that the instability of the excavation walls limits the ability for in-situ surveying, the individual buckets will be surveyed as necessary until the surrounding slopes can be secured.

If Supersacks are used for storage of soils, the area beneath the sacks will be covered with a 5-mil polyethylene liner to minimize cross-contamination and facilitate cleanup. If Baker Boxes are used, any spilled material will be promptly cleaned up and placed in the container. The area where the containers are loaded will be surveyed following the loading of containers at that location.

2.2.7 On-Site Storage

Material in Supersacks will be stored on Site until such time as the shipping documents are completed, for a period not to exceed 90 days following excavation. The Supersacks will be stored in a secure location, under sufficient cover to protect them from precipitation, such as a heavy polyethylene liner, or in a sealable container such as a cargo box.

Baker Box containers will be removed from the Site to a rail yard when proper shipping documents have been prepared. It is anticipated these documents will be prepared as the boxes are being filled to facilitate expedient removal of the boxes from the Site.

2.2.8 Waste Transportation and Disposal Characterization

Material that is packaged for transport and disposal will be sampled in accordance with the waste characterization requirements of the transportation and disposal facilities. Representative samples will be collected from the containers, and documentation prepared in accordance with appropriate Department of Transportation requirements per DOT 49 CFR Section 172 Subpart C. Samples will be submitted for analysis to determine the presence of Class 7 radionuclides, and will include sample descriptions in accordance with Section 172.203.(d), including but not limited to:

- Name of each Class 7 radionuclide
- Description of the physical and chemical character of the sample
- Activity contained in each package shipped

Additionally, analyses will be completed as required in accordance with the permit requirements for the selected disposal facility.

Fourteen days prior to the initial shipment of radioactive waste originating from the Site, the Site owner shall provide written notification of such shipment to the appropriate state environmental official and to Verneta Simon, OSC, Eugene

Jablonowski, HP, and U.S. EPA Region 5 Superfund Division Director, 77 West Jackson Boulevard, Chicago, IL 60604. The written notification shall include the following information:

1. The name and location of the facility to which the waste is to be shipped;
2. The type and quantity of the waste to be shipped;
3. The expected schedule for the shipment of the waste; and
4. The method of transportation.

The Site owner shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the waste to another facility within the same state, or to a facility in another state.

The Site owner shall submit waste transportation and disposal characterization documents to Verneta Simon, OSC, Eugene Jablonowski, HP, and U.S. EPA Region 5 Superfund Division Director, 77 West Jackson Boulevard, Chicago, IL 60604 within 30 days following completion of disposal activities.

The selected disposal facility shall be in compliance with the CERCLA Off-Site Rule, operating in compliance with the Resource Conservation and Recovery Act (RCRA) or other applicable Federal or State requirements.

Samples will be submitted for analysis by gamma spectroscopy to measure the activity present and the specific nuclides, as required for transport documentation, and in accordance with the permit requirements for the selected disposal facility. However, until such time as materials requiring transportation and disposal are encountered on-site, arrangements and details regarding this process will not be initiated or determined.

2.2.9 Shipping and Disposal Documentation

Documents required for the transport and disposal of radioactive materials will be prepared by the transportation and disposal subcontractor. These documents shall state that shipping and disposal documentation will be submitted to Verneta Simon, OSC, Eugene Jablonowski, HP, and U.S. EPA Region 5 Superfund Division Director 77 West Jackson Boulevard, Chicago, IL 60604 within 30 days following completion of disposal activities.

Preparation of these documents and planning of the logistics of arranging the shipping containers, trucking, rail transport, and acceptance at a permitted disposal site will be made in the event that elevated radioactivity levels are encountered. However, until such time as screening determines their necessity, arrangements for the documentation and transportation of material from the Site will not be initiated.

2.3 Phase 3 - Site Closure

If Phase 1 indicates the presence of contaminated material exceeding the USEPA threshold, site closure will include the surveying, sampling, and analysis, and summary reports required to verify and document the removal of any contaminated soil encountered, in accordance with the requirements of the USEPA and the Cook County Department of Environmental Control.

2.3.1 Pre-Verification Survey

Verification of clean closure will be provided by a gamma survey and analytical sampling of areas where material exceeding the 7.1 pCi/g threshold was excavated. Pre-verification gamma surveys will be conducted to confirm the areas are clean before USEPA conducts the verification sampling. Pre-verification gamma surveys will be limited to areas not greater than 10m x 10m (100m²).

Each area will be surveyed with an unshielded 2 x 2 NaI detector and a Ludlum Model 2221 portable scaler ratemeter analyzer. The entire area will be surveyed in reconnaissance mode with the detector held at a distance of 1-2 inches (3-5 cm) above the surface of the soil. Maximum readings for the area will be recorded. Any area with elevated readings (above two-times the background level) will have one minute readings taken and recorded. Any area exceeding the cleanup threshold gamma readings will be excavated as previously outlined in Phase 2 (Section 2.2) and the pre-verification survey will be performed again.

Any areas which do not exceed the gamma survey readings of 7.1 pCi/g will be sampled to confirm the pre-verification survey. The limits of the areas to be verified (corresponding with excavation areas) will be marked with stakes and flagged or painted on the ground. Two perpendicular diagonals will be laid out across each area. Five samples will be taken for each area: one at the intersection of the diagonals, and one at the midpoint of each half diagonal between the intersection of the diagonals and the outside limits. The samples will be composited and submitted for laboratory gamma spectroscopy analysis. Additionally, localized areas exhibiting elevated gamma

readings may be specifically sampled as discrete samples to confirm they are below the cleanup threshold.

2.3.2 Verification Sampling

Pre-verification sampling will be conducted by the on-Site contractor to confirm the Site meets the cleanup criterion. If the sampling confirms levels below the cleanup criteria, USEPA will be notified to conduct their verification sampling.

2.3.3 Monthly Reports and Closure Documentation

The Site owner shall provide monthly progress reports to Verneta Simon, OSC< Eugene Jablonowski, HP, and U.S. EPA Region 5 Superfund Division Director, 77 West Jackson Boulevard, Chicago, IL 60604 on activities conducted pursuant to the Work Plan.

A comprehensive summary report will be prepared summarizing the details of the radiological investigation conducted at the Site. If no contaminated soils were encountered, the summary report will document the materials excavated, the areas surveyed, the survey methods performed, and the gamma readings recorded. If any samples are taken, even if the results do not exceed the cleanup threshold, the analytical results will be included.

In the event material exceeding the cleanup criteria is encountered and requires cleanup, a comprehensive summary report will be prepared. The report will include:

- the areas excavated and surveyed
- the gamma readings for those areas exceeding the cleanup threshold
- locations where material exceeding the cleanup levels was encountered
- analyses conducted as part of the shipping documentation
- laboratory analytical results documenting the radioactive material encountered
- quantity of material removed for disposal
- location where the material was disposed
- shipping documentation including transport and disposal manifests
- verification survey gamma readings for areas that were subject to removal

The comprehensive summary report shall specify the exact disposal cell/location used. For example, if a given disposal site has low-level radioactive waste, 11(e)2 byproduct material, "exempt" material, and/or other designated disposal cells/facilities, state the exact disposal cell/facility where the waste was disposed.

The Site owner shall submit a draft report to U.S. EPA within 60 days of completing the radiological investigation and will incorporate U.S. EPA's comments, if any, and submit the final report within 15 days of receiving U.S. EPA's written comments, if any, in the draft report.

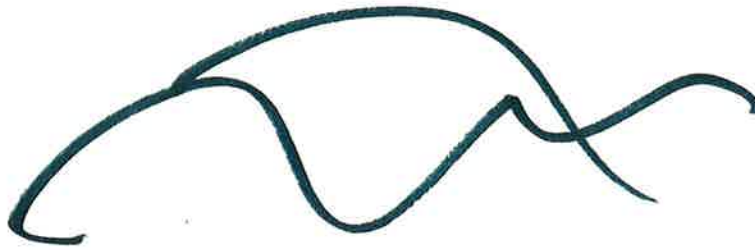
2.3.4 Non-Radiologically Contaminated Soil

The soils present at the Site and the past land use of the property have the potential to result in contamination present on Site that is unrelated to the radiological materials. The identification of non-radiologically contaminated soil and debris is not included in this Work Plan. The characterization, management, and, as necessary, disposal of those non-radiologically contaminated soils and materials are addressed under a separate Soil Management Work Plan.

3. EQUIPMENT CALIBRATION

Survey equipment will be calibrated against a 7.1 pCi/g total radium standard in order to establish the count rate equivalent to the 7.1 pCi/g threshold for clean-up set by the USEPA for the Streeterville area of Chicago. The calibration standards are available at the Former Kerr-McGee West Chicago facility.

Daily calibration of all survey equipment using check sources will also be provided.



Geosyntec[®]
consultants

4. HEALTH AND SAFETY PLAN

A Health and Safety Plan will need to be prepared for all work involving the survey for and removal of radiologically contaminated soil. The Health and Safety Plan shall include a section on decontamination procedures. The preparation of that document is outside the scope of this Work Plan.



ATTACHMENT A

Soil Sampling Procedure

Soil Sampling Procedure

Introduction

Soil samples will be collected for radiologic characterization for a variety of purposes. These purposes include the characterization of material for comparisons to cleanup thresholds and for the preparation of shipping and disposal documents, and the verification of remediation to meet USEPA standards.

Soil Sampling

Soil sampling for the purpose of characterizing the radioactivity of the Site soils will be performed based on the results of surface gamma radiation surveys. The areas identified as subject to sampling will be marked in the field with flagging or spray paint.

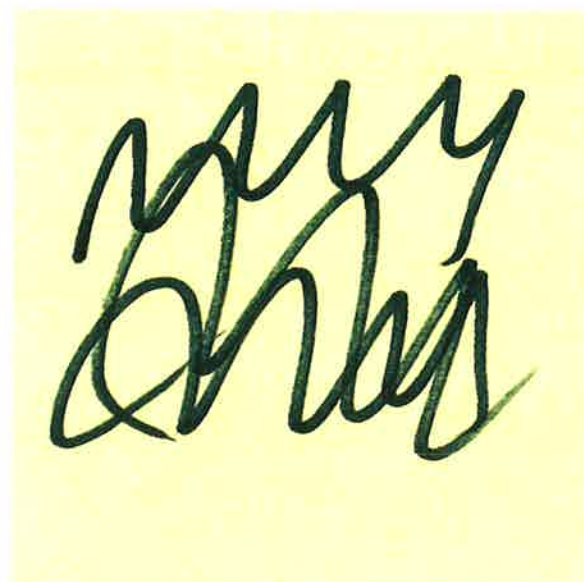
The required sample volume will be dependent on the analyses to be performed. The Field Team Leader will specify the sample volume for each sampling event. Generally a sample should be no less than 1 kilogram (approximately 2 pounds).

As necessary to prevent contamination, spread a clean sheet of 5-mil plastic next to the area to be sampled, and assemble sample collection materials. All sampling equipment will be decontaminated prior to use. Label sample containers with:

- Sample number
- Sample matrix
- Sample location
- Date
- Sampling personnel
- Requested analyses

After collection of the sample in a bucket or bowl, remove rocks, sticks, and foreign objects greater than approximately one-quarter inch. Homogenize the sample in the bucket or bowl as much as practicable. Transfer the sample into the sample container (bag, Marinelli beaker, glass jar). Attach the sample label to the sample container.

Decontaminate the sampling apparatus, and frisk to document decontamination.

A handwritten signature in black ink on a yellow sticky note. The signature is stylized and appears to be "M. J. [unclear]".

ATTACHMENT B

Agency Contact List

Deborah Stone, Director and Chief Sustainability Officer
Main Office (Department of Environmental Control): (312) 603-8200

Verneta Simon, On-scene Coordinator, U. S. Environmental Protection Agency
(312) 886-3601
Simon.verneta@epa.gov

Eugene Jablonowski, Health Physicist, U. S. Environmental Protection Agency
(312) 886-4591
Jablonowski.eugene @epa.gov



ATTACHMENT C

Air Monitoring Procedure

Air Monitoring Procedure

Introduction

This air monitoring procedure provides for the measuring of concentrations of radioactive airborne fugitive dust that may be generated in the course of excavating, grading and loading of soil planned for the Site. Air monitoring will be provided through high volume air sampling equipment deployed at the perimeter of the Site. Air monitoring will not be required until material exhibiting radioactivity exceeding the 7.1 pCi/g total radium (Ra-226 + Ra-228) is identified at the Site. Air monitoring will be required whenever material exceeding that threshold is being actively excavated or is exposed at the surface and subject to becoming airborne as fugitive dust. As necessary, the areas will be wetted to minimize potential dust generation and at the end of the work day to limit dust during non-working hours.

The objectives for air monitoring are:

- Collect airborne radioactivity data to measure releases of airborne radioactivity at and beyond the limits of the Site, to ensure persons living and working in the surrounding areas are not exposed to radiation above acceptable limits.
- Collect airborne radioactivity to evaluate work procedures and dust control measures with the objective of keeping exposures to both workers and the general public as low as reasonably achievable (ALARA).

The radionuclides in the thorium and uranium decay chains that could potentially be encountered during Site excavation activities are listed on Table 1 of this air monitoring procedure. This procedure is based on demonstrating that the average concentrations of radioactive materials in effluents at the boundary of the unrestricted area do not exceed the limits specified in Table 2 of Appendix B to 10 CFR 20. Th-232 has the most restrictive concentrations for both the Derived Air Concentration (DAC) and Air Effluent Limits. Both worker exposure to airborne particulates and effluent release limits will be based on Th-232.

Air Monitoring Equipment

The following equipment will be mobilized to the Site in the event material exceeding the cleanup threshold is encountered.

- Staplex Model TFIA High Volume Air Samplers (or equivalent)

- Staplex Model TFA810 "Ashless" Filter Papers – 95% collection efficiency of 1-micron particles. Effective efficiency of 70% (penetration absorption 30%)
- Ludlum Model 2200 Scaler with Model 43-10 alpha scintillation detector

Background Air Quality

One background high volume air sample will be collected for a minimum of 20 hours (two 10-hour days) prior to initiating air sampling. The sample will be collected remote from the Site and outside the Lindsay Light excavation restriction area. The sample will be analyzed the day after collection and then again after four days to allow for the decay of short-lived radon and thorium daughters. The count after four days decay will serve as the measurement of the background alpha concentration.

Perimeter Air Monitoring

Four air monitoring stations will be used during all excavation of contaminated soil. The monitoring stations will be positioned at the property boundary or not more than 200 feet from the limits of the area being excavated. One station will be positioned at each perimeter of the Site, north, south, east and west. The sampling equipment will be positioned so as to collect samples at a height of between 1 and 2 meters above the ground. Equipment will be positioned so as to provide unobstructed air flow from the excavation location to the monitors.

Air sample filters will be collected and replaced daily, and submitted to the laboratory for analysis. Analysis will be performed in accordance with Appendix A to this procedure.

Table 1. DAC and Effluent Air Concentrations of Selected Radionuclides in the Uranium and Thorium Series

Appendix A. Air Sample Analysis



APPENDIX A

Air Sample Analysis

AIR SAMPLE ANALYSIS

The Th-232 decay series contains seven alpha-emitting nuclides: Th-232, Th-228, Ra-224, Rn-220, Po-216, Bi-212, and Po-212. Of these, the first three nuclides can be assumed to be in complete equilibrium. The noble gas Rn-220 (thoron) may be ejected from the original matrix by recoil from the alpha particle decay of Ra-224. The fraction of Rn-220 that is removed via emanation is dependent on several variables, and is assumed to range from 10% to 40%. The emanating fraction is assumed to be transported away from the original matrix. If 40% of the Rn-220 escapes, the activity of the Rn-220 and its three alpha-emitting progeny nuclides will be at 60% of the Th-232 decay. Since the Rn-220 activity is 60% of the Th-232 activity, these four nuclides only emit the equivalent of two alpha particles per Th-232 decay. These two alphas, when combined with the three alpha particles from the nuclides in full equilibrium with the parent, result in the total emission of the five alpha particles. Thus, the Th-232 contribution will be one-fifth or 20% of the total alpha activity.

For the reasons stated above, gross alpha concentrations shall be divided by a factor of five to determine the air concentration of Th-232, which is the most limiting of the applicable air effluent concentration limits (4×10^{-15} $\mu\text{Ci/mL}$).

High Volume Sample Analysis

A 1.75 inch diameter cutout shall be obtained from each 8"x10" high volume sample collected. All data pertaining to the sample shall be included on the *Radiological Air Sample Data Form - Area Monitors* worksheet. This worksheet contains the calculations required to determine total sample volume and sample concentration.

Each sample shall be analyzed the day after collection for gross alpha concentration. The minimum counting time is 30 minutes for Th-Alpha. The "day after" count will serve as a comparison to identify high gross counts from the previous day. It is expected that naturally occurring radon and thorium daughters will interfere with analysis, so the sample must be re-analyzed in four days. Thoron, if present in significant amounts, will require up to four days to allow for the decay of its Pb-212 daughter (10.6 hour half-life). The count, after four days' decay, will serve as the official measurement of Th-Alpha.

Th-232 is the most restrictive of the applicable radionuclides that may be present during Site operations. The Th-232 contribution will account for 20% of the total alpha activity, so each gross alpha count must be divided by five to determine Th-232 concentration.

Multiple concentration measurements improve both precision and detection capability. Although air samples shall be counted the following day (and again four days later), effluent releases shall be reported on a weekly basis using the following calculation:

Equation A.9 *NUREG 1400*

$$C_{avg} = \frac{\sum T_{s,i} C_i}{\sum T_{s,i}}$$

Where:

C = effluent concentration (μCi/mL)
Ts = duration of the sample collection

Sample concentration shall be determined using the following calculation:

Equation 6.9 *NUREG 1400*

$$C = \frac{R_n}{EFKT_s(cf)(5)}$$

Where:

Rn = net count rate; $R_n = R_g - R_b = \frac{N_g}{T_g} - \frac{N_b}{T_b}$
E = fractional filter efficiency
F = air flow rate through the air sampler, cm³/min
K = counting efficiency in cpm/μCi
Ts = duration of sample collection
cf = collection vs. analyzed ratio: conversion factor = 0.035

Notes:

cf is not included in the original NUREG calculation. It has been added to account for the fact that we are only analyzing 3.5% of the total sample.

5 – samples are analyzed for gross alpha activity. Gross alpha concentration is to be divided by five to determine Th-232 concentration.



Appendix C

Title Policy



COMMITMENT FOR TITLE INSURANCE



Chicago Title Insurance Company

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, herein called the Company, for valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Issued By:

CHICAGO TITLE COMPANY, LLC
1725 S. NAPERVILLE RD
WHEATON, IL 60187

Refer Inquiries To:
(630)871-3500

CHICAGO TITLE INSURANCE COMPANY

By

Authorized Signatory



Commitment No.: 1410 008931692 UL

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

YOUR REFERENCE: 2900 BEVERLY ROAD

ORDER NO.: 1410 008931692 UL

EFFECTIVE DATE: NOVEMBER 18, 2013

1. POLICY OR POLICIES TO BE ISSUED:

OWNER'S POLICY:	ALTA OWNER'S 2006 W/SIGNATURE
AMOUNT:	\$10,000.00
PROPOSED INSURED:	TO COME

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS COMMITMENT IS FEE SIMPLE, UNLESS OTHERWISE NOTED.

**3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS AT THE EFFECTIVE DATE VESTED IN:
CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED
APRIL 15, 1969 AND KNOWN AS TRUST NUMBER 398**

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1410 008931692 UL

4A. LOAN POLICY 1 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

4B. LOAN POLICY 2 MORTGAGE OR TRUST DEED TO BE INSURED:

NONE

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

AMERICAN
LAND TITLE
ASSOCIATION



CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE A (CONTINUED)

ORDER NO.: 1410 008931692 UL

5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTH HALF OF SECTION 30 AND THE NORTH HALF OF SECTION 31, ALL IN TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE THAT IS 190.00 FEET EAST OF, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 30 AND THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE NO 72 (HIGGINS ROAD); THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD, BEING A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 10,257.06 FEET AN ARC DISTANCE OF 1745.02 FEET, THE CHORD OF SAID ARC HAVING A LENGTH OF 1742.92 FEET AND A BEARING OF SOUTH 65 DEGREES 27 MINUTES 52 SECONDS EAST; THENCE SOUTH 19 DEGREES 39 MINUTES 42 SECONDS WEST, 275.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 52 DEGREES 35 MINUTES 09 SECONDS EAST, 161.15 FEET; THENCE SOUTH 52 DEGREES 25 MINUTES 37 SECONDS EAST, 130.39 FEET; THENCE SOUTH 52 DEGREES 25 MINUTES 06 SECONDS EAST, 67.33 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 44 SECONDS WEST, 84.28 FEET; THENCE SOUTH 11 DEGREES 01 MINUTE 42 SECONDS WEST, 37.19 FEET; THENCE SOUTH 14 DEGREES 32 MINUTES 31 SECONDS WEST, 179.35 FEET; THENCE SOUTH 14 DEGREES 07 MINUTES 09 SECONDS WEST, 43.10 FEET; THENCE SOUTH 58 DEGREES 05 MINUTES 31 SECONDS WEST, 60.57 FEET; THENCE SOUTH 44 DEGREES 15 MINUTES 04 SECONDS WEST, 23.80 FEET; THENCE NORTH 59 DEGREES 07 MINUTES 53 SECONDS WEST, 67.48 FEET; THENCE NORTH 80 DEGREES 46 MINUTES 24 SECONDS WEST, 115.10 FEET; THENCE NORTH 37 DEGREES 50 MINUTES 51 SECONDS WEST, 160.50 FEET; THENCE NORTH 53 DEGREES, 56 MINUTES 52 SECONDS EAST, 35.77 FEET; THENCE NORTH 04 DEGREES 55 MINUTES 35 SECONDS EAST, 43.73 FEET; THENCE NORTH 18 DEGREES 15 MINUTES 33 SECONDS WEST, 81.81 FEET; THENCE NORTH 60 DEGREES 27 MINUTES 56 SECONDS EAST, 96.49 FEET; THENCE NORTH 05 DEGREES 57 MINUTES 09 SECONDS WEST, 45.06 FEET; THENCE NORTH 00 DEGREES 10 MINUTES 40 SECONDS WEST, 44.51 FEET; THENCE NORTH 08 DEGREES 09 MINUTES 22 SECONDS EAST, 78.40 FEET; THENCE NORTH 36 DEGREES 22 MINUTES 45 SECONDS EAST, A DISTANCE OF 33.23 FEET; THENCE NORTH 01 DEGREE 00 MINUTES 42 SECONDS WEST, 40.36 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ORDER NO.: 1410 008931692 UL

SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY.

GENERAL EXCEPTIONS

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. IF EXTENDED COVERAGE OVER THE FIVE GENERAL EXCEPTIONS IS REQUESTED, WE SHOULD BE FURNISHED THE FOLLOWING:

- A. A CURRENT ALTA/ACSM OR ILLINOIS LAND TITLE SURVEY CERTIFIED TO CHICAGO TITLE INSURANCE COMPANY;
- B. A PROPERLY EXECUTED ALTA STATEMENT;

MATTERS DISCLOSED BY THE ABOVE DOCUMENTATION WILL BE SHOWN SPECIFICALLY.

NOTE: THERE WILL BE AN ADDITIONAL CHARGE FOR THIS COVERAGE.

7. NOTE FOR INFORMATION: THE COVERAGE AFFORDED BY THIS COMMITMENT AND ANY POLICY ISSUED PURSUANT HERETO SHALL NOT COMMENCE PRIOR TO THE DATE ON WHICH ALL CHARGES PROPERLY BILLED BY THE COMPANY HAVE BEEN FULLY PAID.

B

8.

1. TAXES FOR THE YEAR(S) 2013
2013 TAXES ARE NOT YET DUE OR PAYABLE.

- 1A. NOTE: 2012 FIRST INSTALLMENT WAS DUE MARCH 1, 2013
NOTE: 2012 FINAL INSTALLMENT WAS DUE AUGUST 1, 2013

PERM TAX#	PCL	YEAR	1ST INST	STAT	2ND INST	STAT
01-30-300-006-0000	1 OF 2	2012	\$25,695.57	PAID	\$24,329.28	PAID
01-31-100-008-0000	2 OF 2	2012	\$28,528.39	PAID	\$27,011.46	PAID

C

9. AS OF FEBRUARY 1, 2008, THE COOK COUNTY TREASURER NO LONGER PROVIDES DUPLICATE TAX BILLS FOR CURRENT YEAR TAXES TO PARTIES OTHER THAN THE TAX ASSESSEE. THE

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1410 008931692 UL

COMPANY REQUESTS THAT ORIGINAL TAX BILLS BE FURNISHED WHENEVER THE COMPANY IS REQUESTED TO PAY TAXES. ORIGINAL BILLS SHOULD BE FURNISHED AT OR BEFORE THE TIME THE COMPANY IS REQUESTED TO MAKE PAYMENTS.

D FOR COOK COUNTY PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, IF ANY DOCUMENT OF CONVEYANCE FOR COOK COUNTY RESIDENTIAL REAL PROPERTY IS TO BE NOTARIZED BY AN ILLINOIS NOTARY PUBLIC, PUBLIC ACT 95-988 REQUIRES THE COMPLETION OF A NOTARIAL RECORD FOR EACH GRANTOR WHOSE SIGNATURE IS NOTARIZED. THE NOTARIAL RECORD WILL INCLUDE THE THUMBPRINT OR FINGERPRINT OF THE GRANTOR. THE GRANTOR MUST PRESENT IDENTIFICATION DOCUMENTS THAT ARE VALID; ARE ISSUED BY A STATE AGENCY, FEDERAL GOVERNMENT AGENCY, OR CONSULATE; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE. THE COMPANY WILL CHARGE \$25.00 PER NOTARIAL RECORD.

E FOR ALL ILLINOIS PROPERTY: FOR COMMITMENT ONLY

EFFECTIVE JUNE 1, 2009, PURSUANT TO PUBLIC ACT 95-988, SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT; ARE ISSUED BY A STATE AGENCY, FEDERAL GOVERNMENT AGENCY, OR CONSULATE; BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE; AND BEAR THE INDIVIDUAL'S SIGNATURE.

F "BE ADVISED THAT THE "GOOD FUNDS" SECTION OF THE TITLE INSURANCE ACT (215 ILCS 155/26) BECOMES EFFECTIVE 1-1-2010. THIS ACT PLACES LIMITATIONS UPON THE SETTLEMENT AGENT'S ABILITY TO ACCEPT CERTAIN TYPES OF DEPOSITS INTO ESCROW. PLEASE CONTACT YOUR LOCAL CHICAGO TITLE OFFICE REGARDING THE APPLICATION OF THIS NEW LAW TO YOUR TRANSACTION."

J 10. NOTE: THE LAND DESCRIBED IN SCHEDULE A EITHER IS UNSUBDIVIDED PROPERTY OR CONSTITUTES PART OF A SUBDIVIDED LOT. AS A RESULT, A PLAT ACT AFFIDAVIT SHOULD ACCOMPANY ANY CONVEYANCE TO BE RECORDED. IN THE ALTERNATIVE, COMPLIANCE SHOULD BE HAD WITH THE PROVISIONS OF THE PLAT ACT (765 ILCS 205/1 ET SEQ.).

K 11. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

L 12. WE SHOULD BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR, IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY SUCH PROPERTY MANAGER.

M 13. MUNICIPAL REAL ESTATE TRANSFER TAX STAMPS (OR PROOF OF EXEMPTION) MUST ACCOMPANY ANY CONVEYANCE AND CERTAIN OTHER TRANSFERS OF PROPERTY LOCATED IN HOFFMAN ESTATES. PLEASE CONTACT SAID MUNICIPALITY PRIOR TO CLOSING FOR ITS SPECIFIC REQUIREMENTS, WHICH MAY INCLUDE THE PAYMENT OF FEES, AN INSPECTION OR OTHER APPROVALS.

P 14. TERMS, POWERS, PROVISIONS AND LIMITATIONS OF THE TRUST UNDER WHICH TITLE TO THE LAND IS HELD.

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
SCHEDULE B (CONTINUED)

ORDER NO.: 1410 008931692 UL

- G 15. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.
- H 16. RIGHTS OF ADJOINING OWNERS TO THE UNINTERRUPTED FLOW OF ANY STREAM WHICH MAY CROSS THE PREMISES.
- I 17. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
- N 18. TERMS AND PROVISIONS OF A RIGHT OF FIRST REFUSAL TO PURCHASE THE LAND IN FAVOR OF AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO. AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 6, 1989 AND KNOWN AS TRUST NUMBER 108506-00, AS CONTAINED IN THAT CERTAIN PURCHASE/SALE AGREEMENT DATED JUNE 23, 1989 AND RECORDED JUNE 12, 1990 AS DOCUMENT 90277583.

WE SHOULD BE FURNISHED SATISFACTORY EVIDENCE OF WHETHER OR NOT SAID OPTION HAS BEEN EXERCISED AND THIS COMMITMENT IS SUBJECT TO FURTHER EXCEPTIONS AS MAY BE DEEMED NECESSARY.

(AFFECTS THE LAND AND OTHER PROPERTY)

- O 19. TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE RESOLUTION FOR THE NEED OF WATER TOWER IMPROVEMENTS IN THE WESTERN DEVELOPMENT AREA PASSED BY THE VILLAGE BOARD <OF TRUSTEES OF THE VILLAGE OF HOFFMAN ESTATES RELATING TO THE FACT THAT THERE WILL BE CHARGE RELATION TO SUCH PROPERTY FOR THE CONNECTION TO AND USE OF THE WATER TOWER IMPROVEMENTS REQUIRED TO BE CONSTRUCTED, A COPY OF WHICH WAS RECORDED MARCH 30, 1995 AS DOCUMENT 95225732.

(AFFECTS THE LAND AND OTHER PROPERTY)

- Q 20. RIGHTS OF OWNERS OF LAND BORDERING ON THE ANY STREAM IN RESPECT TO THE WATER AND USE OF THE SURFACE OF SAID BODY OF WATER.

- R 21. NOTE FOR INFORMATION (ENDORSEMENT REQUESTS):

ALL ENDORSEMENT REQUESTS SHOULD BE MADE PRIOR TO CLOSING TO ALLOW AMPLE TIME FOR THE COMPANY TO EXAMINE REQUIRED DOCUMENTATION.

(THIS NOTE WILL BE WAIVED FOR POLICY).

- S 22. INFORMATIONAL NOTE:
TO SCHEDULE CLOSINGS IN THE:
WHEATON OFFICE PLEASE CALL: (630) 871-3552.
NAPERVILLE OFFICE PLEASE CALL: (630) 416-4800.

FOR INQUIRIES RELATING TO THIS COMMITMENT, CALL EXAMINING UNIT AT (630)871-3500.

** END **

CHICAGO TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE

ORDER NO. : 1410 008931692 UL

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 or these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.

Copyright American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COMICON06 3/11 ML

SEN

BJ 12/06/13

12:02:52



CHICAGO TITLE INSURANCE COMPANY

1031 EXCHANGE SERVICES

If your transaction involves a tax deferred exchange, we offer this service through our 1031 division, IPX1031. As the nation's largest 1031 company, IPX1031 offers guidance and expertise. Security for Exchange funds includes segregated bank accounts and a 100 million dollar Fidelity Bond. Fidelity National Title Group also provides a 50 million dollar Performance Guaranty for each Exchange. For additional information or to set-up an Exchange, please call Scott Nathanson at (312) 223-2178 or Anna Barsky at (312) 223-2169.

Effective Date: May 1, 2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information and income information;

Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;

Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transactions, account balances, and credit card information; and

Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connections with an insurance transactions;

To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;

To an insurance regulatory authority, or law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;

To companies that perform marketing services on our behalf or to other financial institutions with which we have had joint marketing agreements and/or

To lenders, lien holders, judgement creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

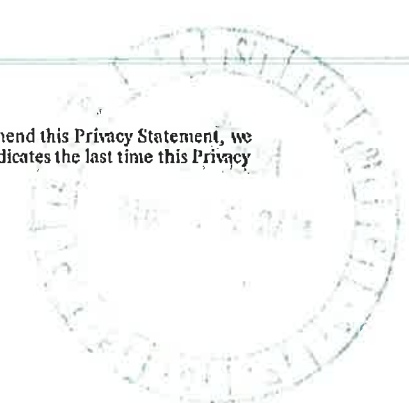
For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity.

Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

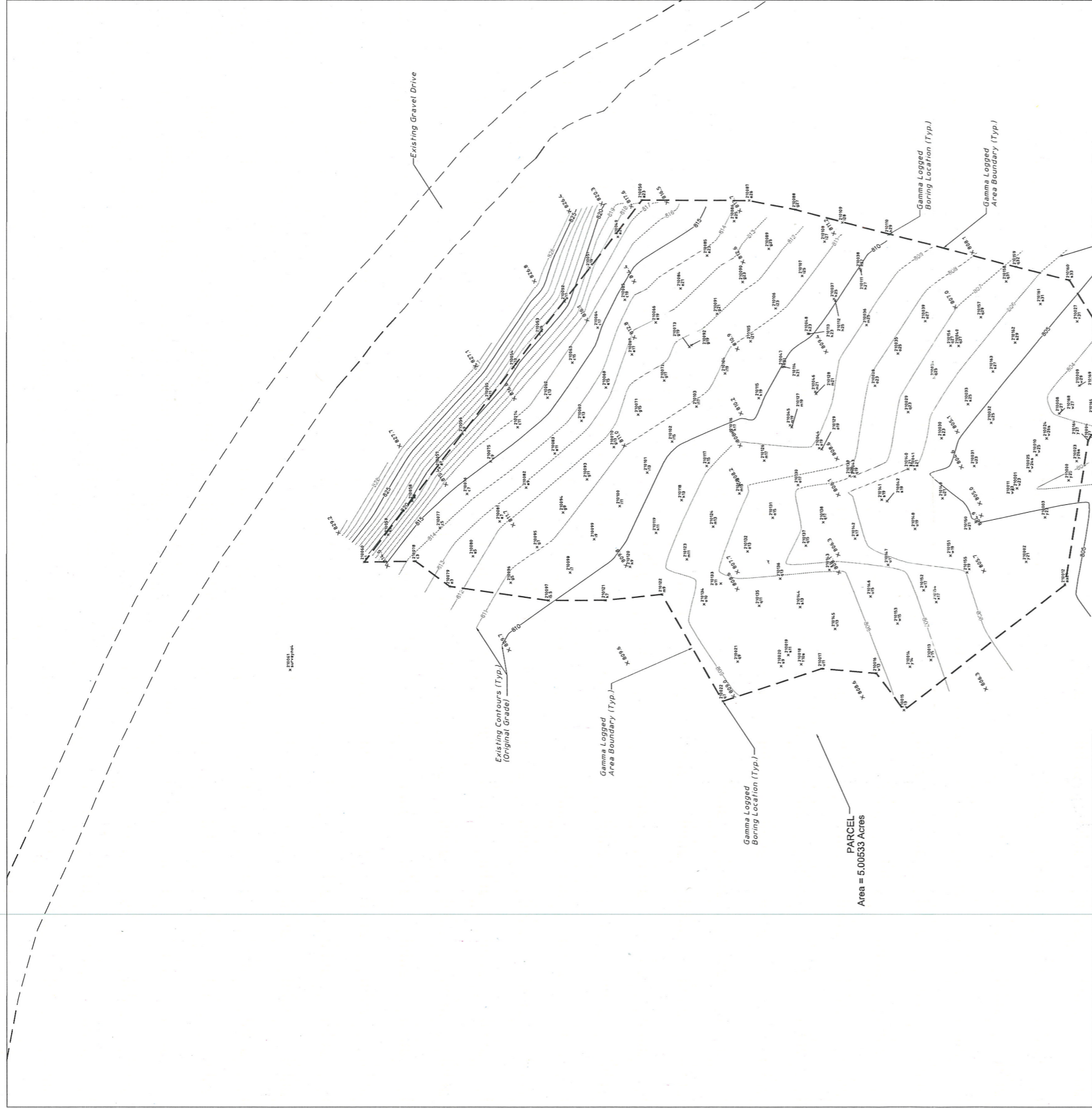




OVERSIZE EXHIBIT

Doc#: 1410534106 Fee: \$300.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 04/15/2014 03:24 PM Pg: 1 of 62

**FORWARD ORIGINAL
DOCUMENT TO PLAT
COUNTER IMMEDIATELY
AFTER RECORDING FOR
SCANNING**

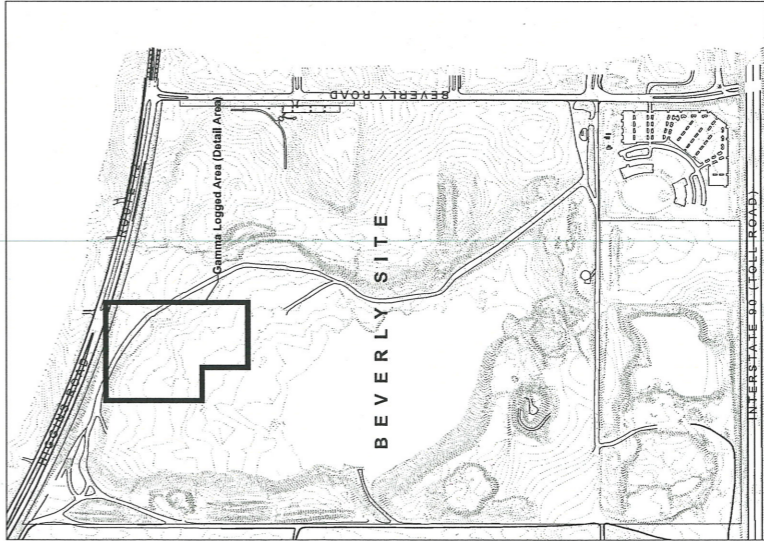


PARCEL
Area = 5.00533 Acres



1410534106

Doc#: 1410534106 Fee: \$300.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/15/2014 03:24 PM Pg: 1 of 62



GAMMA LOGGED AREA (3.5 ACRES)
PARCEL CONTAINING GAMMA LOGGED AREA (5.005 ACRES)

- NOTES:
1. Original Grade Topography is based on a field survey performed by Haeger Engineering on July 24, 2002.
 2. Gamma Logged boring locations are based on a GPS survey, completed by STS Consultants, which used the UTM16, NAD83 coordinate system. This survey was received by Haeger Engineering as an Excel file on July 23, 2002.
- LEGEND:
- 1" = 40'
- Existing Contours (Original Grade)
 - Gamma Logged Area Boundary
 - Existing Spot Elevation (Original Grade)
 - Gamma Logged Boring Location & Tag



HAEGER ENGINEERING

consulting engineers and surveyors
1300 N. Plum Grove Road, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 164-003152
www.haegerengineering.com

GAMMA LOGGED AREA EXHIBIT
ORIGINAL GRADE (JULY 24, 2002)

BEVERLY SITE
PLOTE HOMES, LLC
HOFFMAN ESTATES, ILLINOIS

Project Manager: LAK
Engineer: JDT
Date: 05-17-2011
Project No. 08011
Sheet 1/1

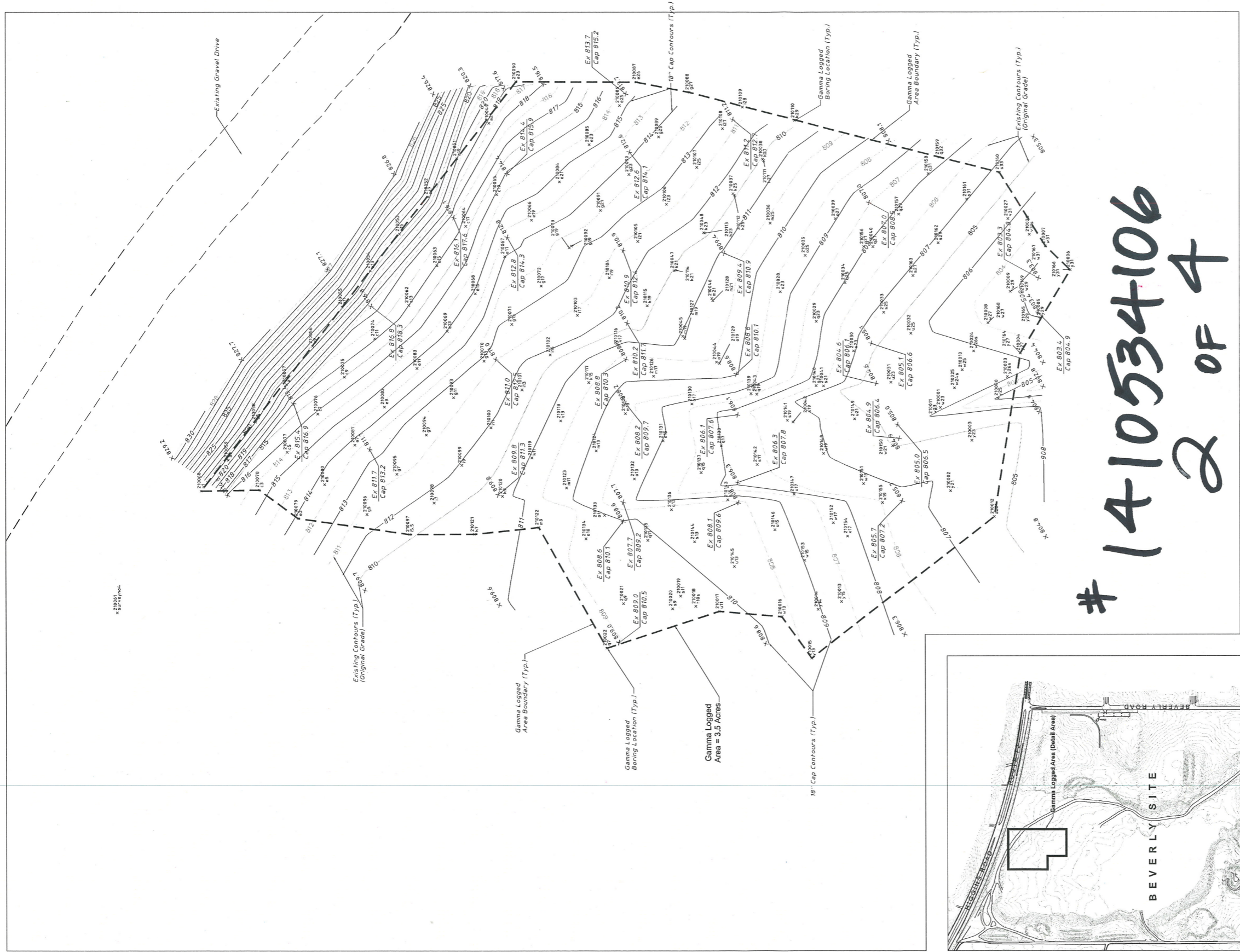
© 2012 Haeger Engineering, LLC

Geosyntec
consultants

CHICAGO, ILLINOIS

PROJECT NO.: CHR8373 FIGURE NO.: 01
DATE: 12 APRIL 2012 FILE NO.:

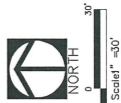
1410534106
1 OF 4



GAMMA LOGGED AREA (3.5 ACRES)
1" = 30'

NOTES:
1. Original Grade Topography is based on a field survey performed by Haeger Engineering on July 24, 2002.
2. Gamma Logged boring locations are based on a GPS survey, completed by STS Consultants, which used the UTM16, NAD83 coordinate system. This survey was received by Haeger Engineering as an Excel file on July 23, 2002.

- LEGEND:
- Existing Contours (Original Grade)
 - 18" Cap Contours (Raised 18-inches from Original Grade)
 - Gamma Logged Area Boundary
 - Existing Spot Elevation (Original Grade)
 - Gamma Logged Boring Location & Tag
 - Gamma Logged Original Ground (Ex) with 18" Cap (Cap)



No. Date Revision

HAEGER ENGINEERING

consulting engineers • land surveyors
1300 N. Plum Grove Road, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-03352
www.haegerengineering.com

GAMMA LOGGED AREA EXHIBIT
ORIGINAL GRADE W/ 18" CAP
BEVERLY SITE
PLOTTE HOMES, LLC
HOFFMAN ESTATES, ILLINOIS

Project Manager: LAK
Engineer: JDT
Date: 05-17-2011
Project No. 08011
Sheet

1/1



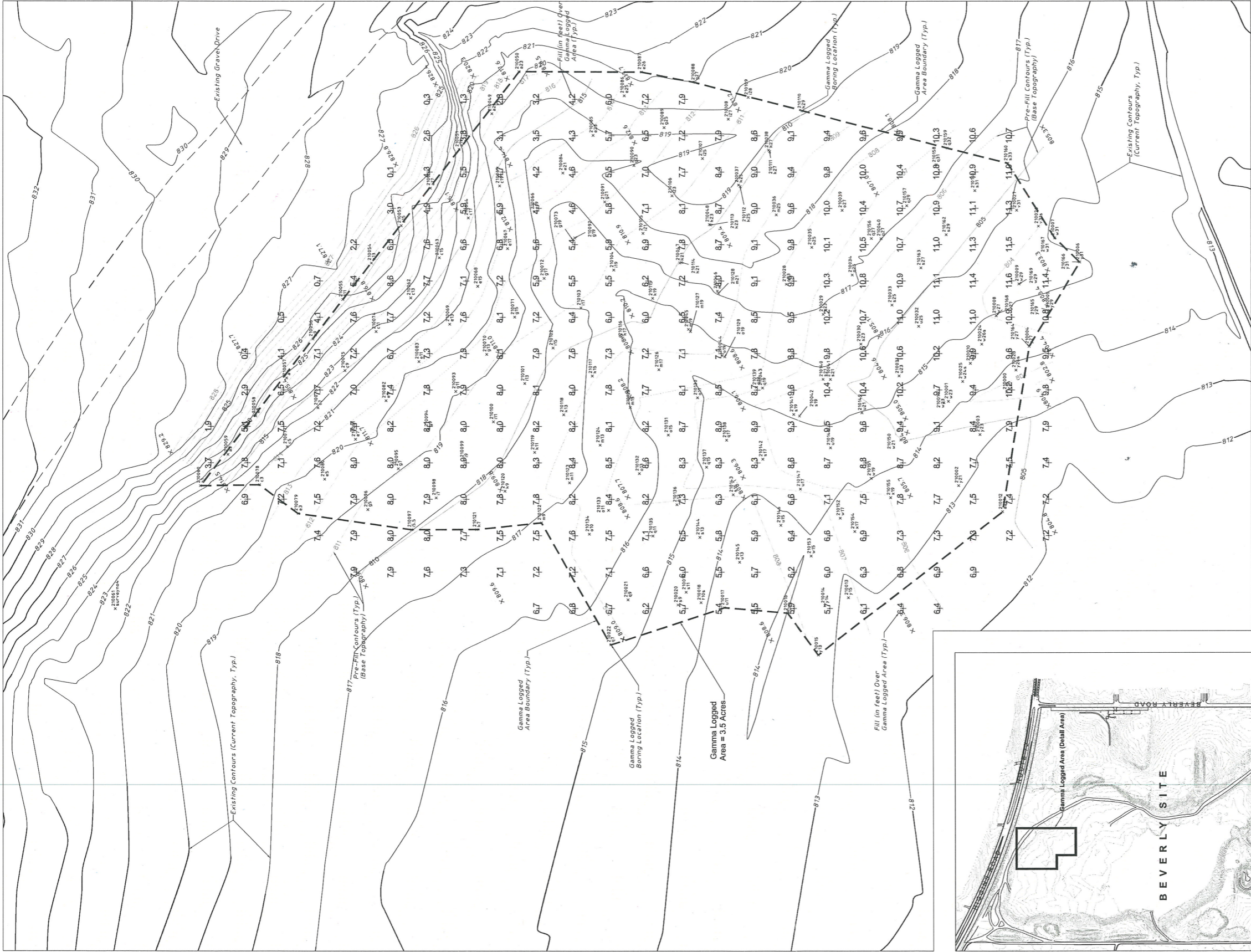
1410534106

Doc#: 1410534106 Fee: \$300.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/15/2014 03:24 PM Pg: 1 of 62

Geosyntec
consultants

CHICAGO, ILLINOIS

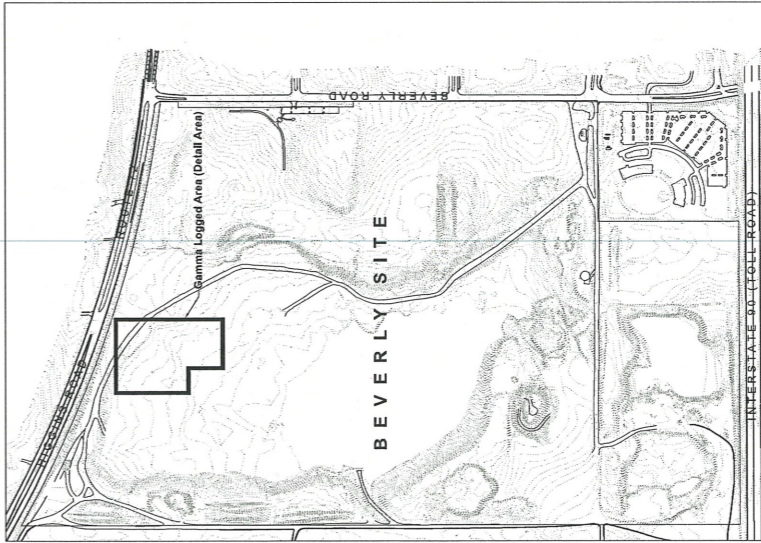
PROJECT NO.: CHR8373 FIGURE NO.: 02
DATE: 12 APRIL 2012 FILE NO.:



GAMMA LOGGED AREA (3.5 ACRES)
1" = 30'

NOTES:
1. Base Topography is based on a field survey performed by Heeger Engineering on July 24, 2002.
2. Gamma Logged boring locations are based on a GPS survey, completed by STS Consultants, which used the UTM/IC, NAD83 coordinate system. This survey was received by Heeger Engineering as an Excel file on July 23, 2002.
3. Existing (current topography) conditions are based on a field survey performed by Pile Construction on August 30, 2010.

LEGEND:
--- XXX --- Pre-Fill Contours (Base Topography)
--- XXX --- Existing Contours (Current Topography)
--- Gamma Logged Area Boundary
--- Pre-Fill Spot Elevation (Base Topography)
X Spot Elevation (Current Topography)
XX Fill (in feet) Over Gamma Logged Area



VICINITY MAP
NOT TO SCALE

GAMMA LOGGED AREA EXHIBIT
ORIGINAL GRADE VS FILLED GRADE
BEVERLY SITE
PLOTTE HOMES, LLC
HOFFMAN ESTATES, ILLINOIS

Project Manager: LAK
Engineer: JDT
Date: 04-13-11
Project No. 08011
Sheet 1

HAEEGER ENGINEERING
consulting engineers
1300 N. Plum Grove Road, Schaumburg, IL 60173 • Tel: 815.394.6600 Fax: 815.394.6608
Illinois Professional Design Firm License No. 191-003052
www.haegeerengineering.com



No. Date Revision

#1410534106

3 of 4

Geosyntec
consultants

CHICAGO, ILLINOIS

PROJECT NO.: CHR8373 FIGURE NO.: 03
DATE: 12 APRIL 2012 FILE NO.:

